

OCT 27 2017

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

UNITED STATES OF AMERICA,

Plaintiff,

v.

JOSH HENDERSON,

Defendant.

4:17CR00488 AGF

INFORMATION

The United States Attorney charges that:

A. **INTRODUCTION**

At all times relevant to this Information:

1. Corporate Investment Advisor, LLC (CIA) was a company registered in the State of Missouri by J.M. CIA was operated by Josh Henderson (Henderson) and J.M. United Adventures (UA) was a company registered in the State of Florida by A.G. United Adventures was operated by Henderson and others. UA Enterprise, LLC (UAE) was a company registered in the State of Missouri by E.K. Business Travel Solutions, LLC (BTS) was a company registered in the State of Missouri by E.K. BT Solutions, LLC (BT Solutions) was a company registered in the State of Missouri by E.K. BTS was operated by Henderson and E.K. CIA, UA, BTS, and BT Solutions were all operated as telemarketing companies as that term is defined by Title 18, United States Code, Section 2325.

2. A "call center" is a place from which telemarketers make telephone calls to prospective clients.

3. “Lead lists” consist of names, addresses and telephone numbers of prospective clients.

4. “Pitch sheets” are scripts which tout the promotion of the goods or services provided by the telemarketing company and are designed to be read over the telephone to the prospective clients.

B. **THE CONSPIRACY**

5. From on or about July 11, 2012 until May 1, 2015, in the Eastern District of Missouri, and elsewhere,

JOSH HENDERSON,

the Defendant herein, together with those known, including P.G., A.G., J.M., E.M., and E.K., and those unknown, did knowingly and willfully agree and conspire to commit the following offenses against the United States:

a. Mail Fraud, that is, devising a scheme and artifice to defraud and obtain money and property by means of materially false and fraudulent pretenses, representations, and promises and in executing and attempting to execute said scheme, caused to be delivered by the United States Postal Service certain matter and things, in violation of Title 18, United States Code, Section 1341; and

b. Wire Fraud, that is, devising a scheme and artifice to defraud and obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and in executing and attempting to execute said scheme, caused writings, signs, signals, and sounds to be transmitted by means of wire in interstate commerce, in violation of Title 18, United States Code, Section 1343.

C. MANNER AND MEANS

6. The means and methods by which the conspiracy was sought to be accomplished included, among others, the following:

a. Defendant and his co-conspirators falsely represented that CIA, UA, BTS, and BT Solutions were in the business of selling or renting timeshare properties. These false representations were made over the telephone and on various website(s).

b. Defendant and his co-conspirators targeted residents across the United States by obtaining names of individuals (victims) who owned timeshare properties. Victims were identified either by obtaining unauthorized lead lists from legitimate timeshare companies or by contacting people offering their timeshares for sale on Craigslist.

c. Defendant and his co-conspirators contacted the victims, and using pitch sheets and variations thereof, telemarketed CIA's, UA's, BTS' or BT Solutions' non-existent services. Victims were induced to wire or mail payment into the Eastern District of Missouri as fees or escrow for the proffered, but actually non-existent, services.

d. Defendant and his co-conspirators created fraudulent sales contracts purporting to name a buyer or fraudulent business agreements promising to find renters when in fact no effort was made to obtain a buyer/renter and no such individual existed.

e. CIA, UA, BTS, and BT Solutions made no attempt to perform the services contracted by the victims. Defendant and his co-conspirators simply retained the victim's money, paid ostensibly as an escrow or fees, and distributed it among themselves.

D. **OVERT ACTS**

7. In furtherance of the conspiracy and to effect the objects of the conspiracy, defendant and his co-conspirators committed and caused the following overt acts:

a. On or about July 27, 2012, J.M. registered CIA as a business with the Missouri Secretary of State.

b. On or about July 27, 2012, J.M. opened a mailbox (#257) at a UPS store at 1243 Water Tower Place, Arnold, Missouri.

c. On or about July 11, 2012, Henderson created an email address for CIA.

d. On or about July 31, 2012, J.M. opened an account at First Bank in the name of CIA at 1243 Water Tower Pl., Suite 257, Arnold, Missouri.

e. On or about August 6, 2012, J.M. opened an account at Line 2. Line 2 is a voice over IP service which provides a telephone number by which outgoing calls may be placed but incoming calls cannot be received. Rather, the service provides automatic forwarding to another telephone number.

f. On or about August 17, 2012, using the Line 2 service, Henderson, presenting himself as a salesman with CIA, contacted victim P.L. and falsely stated that he represented a buyer willing to purchase P.L.'s timeshare.

g. On or about August 17, 2012, Henderson, using the CIA email address he created, emailed P.L. a sham sales agreement that falsely purported to be signed by an individual committed to buy P.L.'s timeshare. The sales agreement required an escrow deposit of \$2,175.

h. On or about August 22, 2012, P.L. mailed a personal check payable to CIA in the amount of \$2,175 from California to 1243 Water Tower Pl., Suite 257, Arnold, Missouri via U.S. Mail.

i. On or about August 27, 2012, J.M. deposited the check payable to CIA mailed from P.L. into CIA's First Bank checking account.

j. On or about August 28, 2012, J.M. cashed a check payable to himself in the amount of \$2,175 drawn on CIA's checking account at First Bank.

k. On or about August 28, 2012, J.M. wired \$2,175 from CIA's checking account at First Bank to an account controlled by Henderson.

l. On March 22, 2012, E.K. and Henderson opened an account at Phone Power. Phone Power is a voice over IP service which provides telephone numbers for small businesses.

m. On or about April 5, 2013, E.K. registered UAE as a business with the Missouri Secretary of State.

n. On or about May 4, 2013, E.K. entered into a lease agreement for commercial property at 2716 Telegraph Road, St. Louis, Missouri. Henderson first identified and chose this property as the business location for UA.

o. On or about January 22, 2014, an employee of UA placed a telephone call from St. Louis, Missouri to J.H., living in Ocoee, Florida utilizing the Phone Power account obtained by E.K. and Henderson. The purpose of the call was to solicit J.H. On or about January 28, 2014, J.H. provided the employee with his credit card number with the understanding that he would be charged \$995 for processing fees.

p. On or about March 12, 2014, E.K. registered BTS with the Missouri Secretary of State.

q. On or about February 27, 2015, E.K., on behalf of BTS, applied for, and received, a merchant card processing account from TransFirst, LLC. In the application, E.K. falsely described BTS's business as "computer and computer peripheral equipment."

r. On or about March 2, 2015, E.K. placed a telephone call from St. Louis, Missouri to N.W., living in Tampa, Florida. At this time N.W. provided E.K. with her credit card number with the understanding that she would be charged \$597 for processing fees, but would receive a check in the amount of \$1,200 within 90 days as profit for the rental of her timeshare weeks.

s. On or about March 2, 2015, E.K. submitted N.W.'s credit card information through the recently obtained merchant card processing account asking that \$597 be credited to BTS's account and charged to N.W.'s credit card.

t. On or about March 3, 2015, E.K. created a fraudulent invoice indicating that N.W. had purchased computer related goods and services from BTS in a total amount of \$597. Defendant forged N.W.'s signature, dated February 27, 2015, on the sham invoice. The invoice also falsely listed a telephone number controlled by defendant as N.W.'s telephone number.

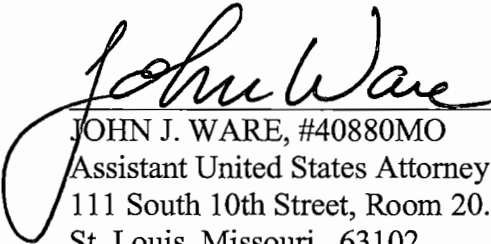
u. On or about March 3, 2015, defendant e-mailed the fraudulent invoice to TransFirst in Bloomfield, Colorado in support of his prior request for processing of payment through N.W.'s credit card.

v. On or about March 4, 2015, Henderson and E.K. arranged to have Henderson's wife pretend to be N.W. and confirm over the telephone with TransFirst the validity of the sham invoice created by E.K.

All in violation of, and punishable under, Title 18, United States Code, Section 371.

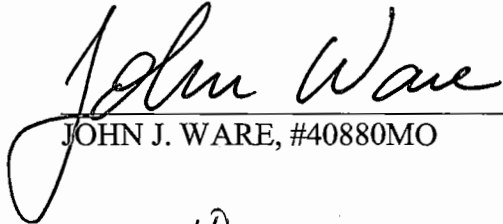
Respectfully submitted,

CARRIE COSTANTIN
Acting United States Attorney


JOHN J. WARE, #40880MO
Assistant United States Attorney
111 South 10th Street, Room 20.333
St. Louis, Missouri 63102
(314) 539-2200

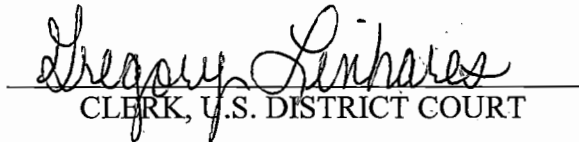
UNITED STATES OF AMERICA)
EASTERN DIVISION)
EASTERN DISTRICT OF MISSOURI)

I, John J. Ware, Assistant United States Attorney for the Eastern District of Missouri, being
duly sworn, do say that the foregoing information is true as I verily believe.



JOHN J. WARE, #40880MO

Subscribed and sworn to before me this 10 day of July, 2017



CLERK, U.S. DISTRICT COURT

By: 

DEPUTY CLERK